

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE: ) CASE NO. 07-64355-MHM  
)  
JOCKS & JILLS RESTAURANTS, )  
LLC, et al., ) CHAPTER 7  
)  
Debtor. ) Jointly Administered Cases<sup>1</sup>  
)  
TAMARA MILES OGIER AS CHAPTER )  
7 TRUSTEE FOR THE ESTATE OF )  
JOCKS & JILLS RESTAURANTS, )  
LLC, et al., )  
)  
Plaintiff, )  
) ADVERSARY PROCEEDING NO.  
v. )  
)  
W. BRADFORD KACHER; MELVIN R. )  
VUKAS; FRANK THOMAS; JOE )  
ATKINSON; SANA S. THOMAS; )  
KEN KING; WELL FARGO BANK )  
NATIONAL ASSOCIATION (INC.); )  
AMERICAN EXPRESS TRAVEL )  
RELATED SERVICES, INC.; )  
CARY S. KING P.C.; )  
SLAUGHTER & VIRGIN, P.C.; and )  
MOORE INGRAM JOHNSON & STEELE, )  
LLP, )  
)  
Defendants. )

<sup>1</sup> All of the Debtors include Jocks & Jills Restaurants, LLC, Case No. 07-64355-MHM; Jocks & Jills Charlotte, Inc., Case No. 07-64356-MHM; Jocks & Jills CNN, Inc., Case No. 07-64358-MHM; Jocks & Jills Duluth, Inc., Case No. 07-64360-MHM; Jocks & Jills Galleria, Inc., Case No. 07-64363-MHM; Jocks & Jills Prado, Inc., Case No. 07-64365-MHM; Jocks & Jills, Inc., Case No. 07-64367-MHM; Divine Events Transportation, Inc., Case No. 07-64369-MHM; Divine Events Catering, Inc., Case No. 07-64370-MHM and Jocks & Jills Norcross, Inc., Case No. 07-64768-MHM.

COMPLAINT

COMES NOW Plaintiff Tamara Miles Ogier as Trustee for the Estate of Jocks & Jills Restaurants, LLC who files this Complaint and respectfully shows the following:

1.

Jocks & Jills Restaurants, LLC and its related affiliates (jointly administered) all of which are collectively referred to as ("Debtor") filed their voluntary Chapter 11 petition in the United States Bankruptcy Court for Northern District of Georgia, Atlanta Division on March 19, 2007. Said case was converted to Chapter 7 by Order entered on June 18, 2008, Case No. 07-64355-MHM. Jurisdiction of this proceeding is conferred upon this Court pursuant to the provisions of 28 U.S.C. § 157 and 28 U.S.C. § 1334.

2.

This action is a core proceeding pursuant to 28 U.S.C. § 157.

3.

Plaintiff is the duly qualified and acting trustee authorized to bring this action pursuant to 11 U.S.C. § 323.

4.

Venue is proper in this case pursuant to the provisions of 28 U.S.C. § 1409.

COUNT ONE: PREFERENCE (W. BRADFORD KACHER)

5.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count One by this reference.

6.

Defendant W. Bradford Kacher ("Kacher") is subject to the jurisdiction of this Court and may be served at his dwelling house or usual place of abode: 682 Daylily Court, Acworth, Georgia 30102.

7.

During the ninety day period prior to Debtor's petition, Debtor transferred \$52,000.00 to Kacher.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of Kacher totaling not less than \$52,000.00.
- b. At the time of the transfers described in Paragraph 7(a), Kacher was a creditor of Debtor.

- c. The transfers described in Paragraph 7(a) were for or on account of an antecedent debt owed by the Debtor to Kacher before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled Kacher to receive more than Kacher would have received if the case was a Chapter 7 case, the transfers had not been made, and Kacher had received payment of his debt to the extent provided by the Bankruptcy Code.

8.

The transfers to Kacher are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. Kacher is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from Kacher pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against Kacher.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and Kacher be served as provided by law;

- b) The Court enter a judgment in favor of Plaintiff and against Kacher in the principal amount of \$52,000.00 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon Kacher; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT TWO: PREFERENCE (MELVYN R. VUKAS)

9.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Two by this reference.

10.

Defendant Melvyn R. Vukas ("Vukas") is subject to the jurisdiction of this Court and may be served at his dwelling house or usual place of abode: 3600 Clubland Drive, Marietta, GA 30068.

11.

During the ninety day period prior to Debtor's petition, Debtor transferred \$52,000.00 to Vukas.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of Vukas totaling not less than \$52,000.00.
- b. At the time of the transfers described in Paragraph 11(a), Vukas was a creditor of Debtor.
- c. The transfers described in Paragraph 11(a) were for or on account of an antecedent debt owed by the Debtor to Vukas before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled Vukas to receive more than Vukas would have received if the case was a Chapter 7 case, the transfers had not been made, and Vukas had received payment of his debt to the extent provided by the Bankruptcy Code.

12.

The transfers to Vukas are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. Vukas is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from Vukas pursuant to 11

U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against Vukas.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and Vukas be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against Vukas in the principal amount of \$52,000.00 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon Vukas; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT THREE: PREFERENCE (FRANK THOMAS)

13.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Three by this reference.

14.

Defendant Frank Thomas ("F. Thomas") is subject to the jurisdiction of this Court and may be served at his dwelling

house or usual place of abode: 3101 Towercreek Pkwy., Suite 560,  
Atlanta, GA 30339.



15.

During the ninety day period prior to Debtor's petition, Debtor transferred \$15,000.00 to F. Thomas.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of F. Thomas totaling not less than \$15,000.00.
- b. At the time of the transfers described in Paragraph 15(a), F. Thomas was a creditor of Debtor.
- c. The transfers described in Paragraph 15(a) were for or on account of an antecedent debt owed by the Debtor to F. Thomas before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled F. Thomas to receive more than F. Thomas would have received if the case was a Chapter 7 case, the transfers had not been made, and F. Thomas had received payment of his debt to the extent provided by the Bankruptcy Code.

16.

The transfers to F. Thomas are void as against Debtor's

creditors pursuant to 11 U.S.C. § 547. F. Thomas is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from F. Thomas pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against F. Thomas.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and F. Thomas be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against F. Thomas in the principal amount of \$15,000.00 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon F. Thomas; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT FOUR: PREFERENCE (JOE ATKINSON)

17.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Four by this reference.

18.

Defendant Joe Atkinson ("Atkinson") is subject to the jurisdiction of this Court and may be served at his dwelling house or usual place of abode: 1100 Riverbend Club Drive, Atlanta, GA 30339. Atkinson may also be served care of his attorney, Ryan L. Isenberg, Esq. at Isenberg & Hewitt, P.C., 7000 Peachtree Dunwoody Road, Building 15, Suite 100, Atlanta, Georgia 30328.

19.

During the ninety day period prior to Debtor's petition, Debtor transferred \$30,561.48 to Atkinson.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of Atkinson totaling not less than \$30,561.48.
- b. At the time of the transfers described in Paragraph 19(a), Atkinson was a creditor of Debtor.
- c. The transfers described in Paragraph 19(a) were for or on account of an antecedent debt owed by the Debtor to Atkinson before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period

prior to the date of the filing of Debtor's petition.

- f. The transfers enabled Atkinson to receive more than Atkinson would have received if the case was a Chapter 7 case, the transfers had not been made, and Atkinson had received payment of his debt to the extent provided by the Bankruptcy Code.

20.

The transfers to Atkinson are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. Atkinson is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from Atkinson pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against Atkinson.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and Atkinson be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against Atkinson in the principal amount of \$30,561.48 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;

- c) All costs be cast upon Atkinson; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT FIVE: PREFERENCE (SANA S. THOMAS)

21.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Five by this reference.

22.

Defendant Sana S. Thomas ("S. Thomas") is subject to the jurisdiction of this Court and may be served at her dwelling house or usual of abode at 3101 Towercreek Pkwy., Suite 560, Atlanta, GA 30339.

23.

During the ninety day period prior to Debtor's petition, Debtor transferred \$7,500.00 to S. Thomas.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of S. Thomas totaling not less than \$7,500.00.
- b. At the time of the transfers described in Paragraph

23(a), S. Thomas was a creditor of Debtor.

- c. The transfers described in Paragraph 23(a) were for or on account of an antecedent debt owed by the Debtor to S. Thomas before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled S. Thomas to receive more than S. Thomas would have received if the case was a Chapter 7 case, the transfers had not been made, and S. Thomas had received payment of her debt to the extent provided by the Bankruptcy Code.

24.

The transfers to S. Thomas are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. S. Thomas is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from S. Thomas pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against S. Thomas.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and S. Thomas be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against S. Thomas in the principal amount of \$7,500.00 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon S. Thomas; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT SIX: PREFERENCE (KEN KING)

25.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Six by this reference.

26.

Defendant Ken King ("King") is subject to the jurisdiction of this Court and may be served at his dwelling house or usual of abode.

27.

During the ninety day period prior to Debtor's petition,

Debtor transferred \$8,057.50 to King.

- a. During the ninety-day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of King totaling not less than \$8,057.50.
- b. At the time of the transfers described in Paragraph 27(a), King was a creditor of Debtor.
- c. The transfers described in Paragraph 27(a) were for or on account of an antecedent debt owed by the Debtor to King before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled King to receive more than King would have received if the case was a Chapter 7 case, the transfers had not been made, and King had received payment of her debt to the extent provided by the Bankruptcy Code.

28.

The transfers to King are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. King is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover



the value of said transfers from King pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against King.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and King be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against King in the principal amount of \$8,057.50 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon King; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT SEVEN: PREFERENCE (WELLS FARGO)

29.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Seven by this reference.

30.

Defendant Wells Fargo Bank, National Association (Inc.)

("Wells Fargo") is subject to the jurisdiction of this Court and may be served care of its CEO, Carrie Tolstedt at 464 California Street, A0101-121, San Francisco, CA 94104. Wells Fargo may also be served care of its CFO, Howard I. Atkins, 464 California Street, A0101-121, San Francisco, CA 94104.

31.

During the ninety day period prior to Debtor's petition, Debtor transferred \$40,418.96 to Wells Fargo (Account No. 5474.....75467).

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of Wells Fargo totaling not less than \$40,418.96.
- b. At the time of the transfers described in Paragraph 31(a), Wells Fargo was a creditor of Debtor.
- c. The transfers described in Paragraph 31(a) were for or on account of an antecedent debt owed by the Debtor to Wells Fargo before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.

f. The transfers enabled Wells Fargo to receive more than Wells Fargo would have received if the case was a Chapter 7 case, the transfers had not been made, and Wells Fargo had received payment of its debt to the extent provided by the Bankruptcy Code.

32.

The transfers to Wells Fargo are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. Wells Fargo is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from Wells Fargo pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against Wells Fargo.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and Wells Fargo be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against Wells Fargo in the principal amount of \$40,418.96 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of

Plaintiff's Complaint;

- c) All costs be cast upon Wells Fargo; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT EIGHT - §544 FRAUD(WELLS FARGO)

33.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 29 through 32 herein and same are incorporated in Count Eight by this reference.

34.

During the four year period prior to Debtor's petition, Debtor made numerous transfers to Wells Fargo. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

35.

At the time of the transfers described in paragraph 34 herein, numerous creditors held claims against the Debtor. Those claims arose before the transfers referenced in paragraph 34.

36.

Debtor made the transfers set forth in paragraph 34

- 1) With actual intent to hinder, delay, or defraud its current creditors and with actual intent to hinder, delay, or defraud future creditors; or
- 2) Without receiving a reasonably equivalent value in exchange for the transfers, and the Debtor
  - a) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction; or
  - b) Intended to incur, or believed or reasonably should have believed that it would incur debts beyond its ability to pay as they became due.

37.

The Debtor made the transfers described in paragraph 34 without receiving a reasonably equivalent value in exchange for the transfers.

38.

At the time of the transfers described in paragraph 34, Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers.

39.

The transfers described in paragraph 34 are voidable pursuant to 11 U.S.C. § 544, and Georgia statutes O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff is entitled to void the transfers to Wells Fargo. Plaintiff is entitled to recover the value of the transfers, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

COUNT NINE - SECTION 548 FRAUD (WELLS FARGO)

40.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 29 through 32 and same are incorporated in Count Nine by this reference.

41.

During the two year period prior to Debtor's petition, Debtor made numerous transfers to Wells Fargo. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

42.

At the time of the transfers described in paragraph 41

herein, Debtor received less than a reasonably equivalent value in exchange for the transfers; and (a) Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers; or (b) Debtor was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with the Debtor was an unreasonably small capital; or (c) Debtor intended to incur, or believed that it would incur, debts that would be beyond Debtor's ability to pay as said debts matured.

43.

Debtor made the transfers described in paragraph 41 with the intent to hinder, delay, and defraud its Creditors.

44.

The transfers described in paragraph 41 hereof are voidable as against the creditors of Debtor pursuant to 11 U.S.C. §548, and Plaintiff is entitled to void the transfers. Pursuant to 11 U.S.C. §550, Plaintiff is entitled to recover the value of the transfers from Wells Fargo, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

WHEREFORE, Plaintiff prays that:

- a) Process issue and Wells Fargo be served as provided by law;
- b) the Court enter a judgment voiding the transfers from Debtor to Wells Fargo and enter a judgment in favor of the Plaintiff and against Wells Fargo in an amount to be proven with more certainty at the trial of this matter;
- c) All costs be cast upon Wells Fargo; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT TEN: PREFERENCE (AMERICAN EXPRESS)

45.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Ten by this reference.

46.

Defendant American Express Travel Related Services Company, Inc. ("AmEx") is subject to the jurisdiction of this Court and may be served care of its registered agent, CT Corporation System



at 1201 Peachtree Street, N.E., Atlanta, Georgia 30361. AmEx may also be served care of its CEO, Kenneth I. Chenault at 200 Vesey Street, New York, New York 10285.

47.

During the ninety day period prior to Debtor's petition, Debtor transferred \$44,518.15 to AmEx.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of AmEx totaling not less than \$44,518.15.
- b. At the time of the transfers described in Paragraph 47(a), AmEx was a creditor of Debtor.
- c. The transfers described in Paragraph 47(a) were for or on account of an antecedent debt owed by the Debtor to AmEx before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled AmEx to receive more than AmEx would have received if the case was a Chapter 7 case, the transfers had not been made, and AmEx had received payment of its debt to the extent provided by the

Bankruptcy Code.

48.

The transfers to AmEx are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. AmEx is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from AmEx pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against AmEx.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and AmEx be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against AmEx in the principal amount of \$44,518.15 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon AmEx; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT ELEVEN - §544 FRAUD (AMERICAN EXPRESS)

49.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 45 through 48 herein and same are incorporated in Count Eleven by this reference.

50.

During the four year period prior to Debtor's petition, Debtor made numerous transfers to AmEx. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

51.

At the time of the transfers described in paragraph 50 herein, numerous creditors held claims against the Debtor. Those claims arose before the transfers referenced in paragraph 50.

52.

Debtor made the transfers set forth in paragraph 50:

- 1) With actual intent to hinder, delay, or defraud its current creditors and with actual intent to hinder, delay, or defraud future creditors; or
- 2) Without receiving a reasonably equivalent value in exchange for the transfers, and the Debtor

- a) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction; or
- b) Intended to incur, or believed or reasonably should have believed that it would incur debts beyond its ability to pay as they became due.

53.

The Debtor made the transfers described in paragraph 50 without receiving a reasonably equivalent value in exchange for the transfers.

54.

At the time of the transfers described in paragraph 50, Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers.

55.

The transfers described in paragraph 50 are voidable pursuant to 11 U.S.C. § 544, and Georgia statutes O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff is entitled to void the transfers to AmEx. Plaintiff is entitled to recover the value of the transfers, and the value (therefore, Plaintiff's damages pursuant

to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

COUNT TWELVE - SECTION 548 FRAUD (AMERICAN EXPRESS)

56.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 45 through 48 and same are incorporated in Count Twelve by this reference.

57.

During the two year period prior to Debtor's petition, Debtor made numerous transfers to AmEx. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

58.

At the time of the transfers described in paragraph 57 herein, Debtor received less than a reasonably equivalent value in exchange for the transfers; and (a) Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers; or (b) Debtor was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with the Debtor was an unreasonably small capital; or (c) Debtor intended to incur, or believed that it would incur, debts that would be beyond Debtor's ability to pay as said debts matured.

59.

Debtor made the transfers described in paragraph 57 with the intent to hinder, delay, and defraud its Creditors.

60.

The transfers described in paragraph 57 hereof are voidable as against the creditors of Debtor pursuant to 11 U.S.C. §548, and Plaintiff is entitled to void the transfers. Pursuant to 11 U.S.C. §550, Plaintiff is entitled to recover the value of the transfers from AmEx, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

WHEREFORE, Plaintiff prays that:

- a) Process issue and AmEx be served as provided by law;
- b) the Court enter a judgment voiding the transfers from Debtor to AmEx and enter a judgment in favor of the Plaintiff and against AmEx in an amount to be proven with more certainty at the trial of this matter;
- c) All costs be cast upon AmEx; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT THIRTEEN: PREFERENCE (CARY S. KING, P.C.)

61.

Plaintiff hereby reaffirms and realleges all matters set

forth in paragraphs 1 through 4 herein and same are incorporated in Count Thirteen by this reference.

62.

Defendant Cary S. King, P.C. ("King") is subject to the jurisdiction of this Court and may be served care of its registered agent, Cary King at 1201 Peachtree Street, 400 Colony Square, Suite 1100, Atlanta, GA 30361-6302.

63.

During the ninety day period prior to Debtor's petition, Debtor transferred \$20,000.00 to King.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of King totaling not less than \$20,000.00.
- b. At the time of the transfers described in Paragraph 63(a), King was a creditor of Debtor.
- c. The transfers described in Paragraph 63(a) were for or on account of an antecedent debt owed by the Debtor to King before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.



f. The transfers enabled King to receive more than King would have received if the case was a Chapter 7 case, the transfers had not been made, and King had received payment of his debt to the extent provided by the Bankruptcy Code.

64.

The transfers to King are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. King is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from King pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against King.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and King be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against King in the principal amount of \$20,000.00 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon King; and
- d) The Court grant such other and further relief as it

deems just and proper.

COUNT FOURTEEN: PREFERENCE (SLAUGHTER & VIRGIN, P.C.)

65.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Fourteen by this reference.

66.

Defendant Slaughter & Virgin, P.C. ("S&V") is subject to the jurisdiction of this Court and may be served care of its registered agent, Frank W. Virgin at 1201 Peachtree Street, N.E., Suite 1110, Atlanta, GA 30361.

67.

During the ninety day period prior to Debtor's petition, Debtor transferred \$15,450.05 to S&V.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of S&V totaling not less than \$15,450.05.
- b. At the time of the transfers described in Paragraph 67(a), S&V was a creditor of Debtor.
- c. The transfers described in Paragraph 67(a) were for or

on account of an antecedent debt owed by the Debtor to S&V before said transfers were made.

- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled S&V to receive more than S&V would have received if the case was a Chapter 7 case, the transfers had not been made, and S&V had received payment of its debt to the extent provided by the Bankruptcy Code.

68.

The transfers to S&V are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. S&V is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from S&V pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against S&V.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and S&V be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and

against S&V in the principal amount of \$15,450.05 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;

- c) All costs be cast upon S&V; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT FIFTEEN - §544 FRAUD ((SLAUGHTER & VIRGIN, P.C.))

69.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 65 through 68 herein and same are incorporated in Count Fifteen by this reference.

70.

During the four year period prior to Debtor's petition, Debtor made numerous transfers to S&V. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

71.

At the time of the transfers described in paragraph 70 herein, numerous creditors held claims against the Debtor. Those

claims arose before the transfers referenced in paragraph 70.

72.

Debtor made the transfers set forth in paragraph 70

- 1) With actual intent to hinder, delay, or defraud its current creditors and with actual intent to hinder, delay, or defraud future creditors; or
- 2) Without receiving a reasonably equivalent value in exchange for the transfers, and the Debtor
  - a) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction; or
  - b) Intended to incur, or believed or reasonably should have believed that it would incur debts beyond its ability to pay as they became due.

73.

The Debtor made the transfers described in paragraph 70 without receiving a reasonably equivalent value in exchange for the transfers.

74.

At the time of the transfers described in paragraph 70,

Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers.

75.

The transfers described in paragraph 70 are voidable pursuant to 11 U.S.C. § 544, and Georgia statutes O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff is entitled to void the transfers to S&V. Plaintiff is entitled to recover the value of the transfers, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

COUNT SIXTEEN - SECTION 548 FRAUD (SLAUGHTER & VIRGIN, P.C.)

76.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 65 through 68 and same are incorporated in Count Sixteen by this reference.

77.

During the two year period prior to Debtor's petition, Debtor made numerous transfers to S&V. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the

Debtor.

78.

At the time of the transfers described in paragraph 77 herein, Debtor received less than a reasonably equivalent value in exchange for the transfers; and (a) Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers; or (b) Debtor was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with the Debtor was an unreasonably small capital; or (c) Debtor intended to incur, or believed that it would incur, debts that would be beyond Debtor's ability to pay as said debts matured.

79.

Debtor made the transfers described in paragraph 77 with the intent to hinder, delay, and defraud its Creditors.

80.

The transfers described in paragraph 77 hereof are voidable as against the creditors of Debtor pursuant to 11 U.S.C. §548, and Plaintiff is entitled to void the transfers. Pursuant to 11 U.S.C. §550, Plaintiff is entitled to recover the value of the transfers from S&V, and the value (therefore, Plaintiff's damages

pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

WHEREFORE, Plaintiff prays that:

- a) Process issue and S&V be served as provided by law;
- c) the Court enter a judgment voiding the transfers from Debtor to S&V and enter a judgment in favor of the Plaintiff and against S&V in an amount to be proven with more certainty at the trial of this matter;
- c) All costs be cast upon S&V; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT SEVENTEEN: PREFERENCE (MOORE INGRAM JOHNSON & STEELE, LLP)

81.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 1 through 4 herein and same are incorporated in Count Seventeen by this reference.

82.

Defendant Moore Ingram Johnson & Steele, LLP ("MIJS") is subject to the jurisdiction of this Court and may be served care



of its partner, Clayton Carmack at 192 Anderson Street, Marietta, Georgia 30060.

83.

During the ninety day period prior to Debtor's petition, Debtor transferred \$8,657.57 to MIJS.

- a. During the ninety day period prior to the filing of Debtor's petition, Debtor made transfers to or for the benefit of MIJS totaling not less than \$8,657.57.
- b. At the time of the transfers described in Paragraph 83(a), MIJS was a creditor of Debtor.
- c. The transfers described in Paragraph 83(a) were for or on account of an antecedent debt owed by the Debtor to MIJS before said transfers were made.
- d. The transfers were made while Debtor was insolvent.
- e. The transfers were made within the ninety day period prior to the date of the filing of Debtor's petition.
- f. The transfers enabled MIJS to receive more than MIJS would have received if the case was a Chapter 7 case, the transfers had not been made, and MIJS had received payment of its debt to the extent provided by the Bankruptcy Code.

84.

The transfers to MIJS are void as against Debtor's creditors pursuant to 11 U.S.C. § 547. MIJS is the initial transferee of these voidable transfers, and Plaintiff is entitled to recover the value of said transfers from MIJS pursuant to 11 U.S.C. § 550(a)(1), plus pre-judgment interest from the date of the filing of Plaintiff's Complaint against MIJS.

WHEREFORE, Plaintiff prays as follows:

- a) Process issue and MIJS be served as provided by law;
- b) The Court enter a judgment in favor of Plaintiff and against MIJS in the principal amount of \$8,657.57 plus prejudgment interest pursuant to 28 U.S.C. § 1961 from the date of the filing of Plaintiff's Complaint;
- c) All costs be cast upon MIJS; and
- d) The Court grant such other and further relief as it deems just and proper.

COUNT EIGHTEEN - §544 FRAUD (MOORE INGRAM JOHNSON & STEELE, LLP)

85.

Plaintiff hereby reaffirms and realleges all matters set

forth in paragraphs 81 through 84 herein and same are incorporated in Count Eighteen by this reference.

86.

During the four year period prior to Debtor's petition, Debtor made numerous transfers to MIJS. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

87.

At the time of the transfers described in paragraph 86 herein, numerous creditors held claims against the Debtor. Those claims arose before the transfers referenced in paragraph 86.

88.

Debtor made the transfers set forth in paragraph 86

- 1) With actual intent to hinder, delay, or defraud its current creditors and with actual intent to hinder, delay, or defraud future creditors; or
- 2) Without receiving a reasonably equivalent value in exchange for the transfers, and the Debtor
  - a) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtor were unreasonably small in relation to

the business or transaction; or

- b) Intended to incur, or believed or reasonably should have believed that it would incur debts beyond its ability to pay as they became due.

89.

The Debtor made the transfers described in paragraph 86 without receiving a reasonably equivalent value in exchange for the transfers.

90.

At the time of the transfers described in paragraph 86, Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers.

91.

The transfers described in paragraph 86 are voidable pursuant to 11 U.S.C. § 544, and Georgia statutes O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff is entitled to void the transfers to MIJS. Plaintiff is entitled to recover the value of the transfers, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

COUNT NINETEEN - SECTION 548 FRAUD (MOORE INGRAM JOHNSON & STEELE,

LLP)

92.

Plaintiff hereby reaffirms and realleges all matters set forth in paragraphs 81 through 84 and same are incorporated in Count Nineteen by this reference.

93.

During the two year period prior to Debtor's petition, Debtor made numerous transfers to MIJS. Many of these transfers were for the individual benefit of Debtor's insider, Joseph R. Rollins, (or his entities). These transfers did not benefit the Debtor.

94.

At the time of the transfers described in paragraph 93 herein, Debtor received less than a reasonably equivalent value in exchange for the transfers; and (a) Debtor was insolvent on the date of said transfers or became insolvent as a result of said transfers; or (b) Debtor was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with the Debtor was an unreasonably small capital; or (c) Debtor intended to incur, or believed that it would incur, debts that would be beyond Debtor's ability to pay as said debts matured.

95.

Debtor made the transfers described in paragraph 93 with the intent to hinder, delay, and defraud its Creditors.

96.

The transfers described in paragraph 93 hereof are voidable as against the creditors of Debtor pursuant to 11 U.S.C. §548, and Plaintiff is entitled to void the transfers. Pursuant to 11 U.S.C. §550, Plaintiff is entitled to recover the value of the transfers from MIJS, and the value (therefore, Plaintiff's damages pursuant to 11 U.S.C. §550) will be proven with more certainty at the trial of this matter.

WHEREFORE, Plaintiff prays that:

- a) Process issue and MIJS be served as provided by law;
- d) the Court enter a judgment voiding the transfers from Debtor to MIJS and enter a judgment in favor of the Plaintiff and against MIJS in an amount to be proven with more certainty at the trial of this matter;
- c) All costs be cast upon MIJS; and
- e) The Court grant such other and further relief as it

deems just and proper.

Respectfully submitted this 1st day of May, 2009.

/s/ by W. Russell Patterson, Jr.\_\_\_\_\_  
W. Russell Patterson, Jr.,  
Special Counsel for Trustee  
Georgia Bar No. 566920

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